

QUOTATION REQUEST

Quote No. Q(08)**L**-86

Quote Title: Rock River Rifles & Accessories

Buyer: Lynne Sorrenti Phone: (954) 572-2277

Fax: (954) 572-2278

Quote Due: Weds. July 23, 2008 at 4:00 P.M.

The City of Sunrise is seeking a Vendor to furnish and deliver Rock River Rifles and accessories to the Police Department.

NOTE: Only pages 5 and 6 of this Quotation Request need to be submitted to the City.

Quotations must be received at the office of the Purchasing Division no later than Wednesday, July 23, 2008 at 4:00 P.M. No quotes will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of quotes. Quotes may be faxed to (954) 572-2278, hand delivered or mailed to City of Sunrise Purchasing Division, 3495 N. Hiatus Road, #100, Sunrise, FL 33351, Lynne Sorrenti.

All quotes shall remain valid for ninety (90) days after submission.

SPECIFICATIONS

The City of Sunrise is seeking a vendor to furnish and deliver the following firearms and accessories, in the quantities stated below. The items shall be quoted as specified. No substitutes will be accepted.

Item #	Qty.	Description
1.	2 EA.	Item #AR2207 - Rock River Arms CAR A4 Semi-Automatic.
2.	2 EA.	Item #M73 - Surefire M73 Forend
3.	2 EA.	Item #.M910A - Surefire Tactical Weapon Light
4.	4 EA.	SRT M16 30 Rd S/S Magazine
5.	2 EA.	Item #TFS865003-B – TAC Force Transport System
6.	2 EA.	Item #70G12BK – Blackhaw Single Point Sling
7.	2 EA.	Item #70SM-3BK-A-USA – Blackhawk Sling Adapter
8.	2 EA.	Item #512.A65/1 – Eotech Holographic Sight

ADDITIONAL REQUIREMENTS

- 1. Prices quoted shall include any and all handling and shipping charges.
- 2. Awarded vendor must supply all necessary documentation prior to delivery of items.
- 3. Items to be shipped to:

City of Sunrise Police Department 777 Sawgrass Corporate Parkway Sunrise, Florida 33325 Attn: Ania Hopkins.

Prior to delivery, please contact Ania Hopkins, Administrative Office, City of Sunrise Police Department, at 954 746-3493.

TERMS AND CONDITIONS

1. **Award:**

Award will be made on a Total Offer basis to the lowest responsive, responsible respondent on an all or none basis. In the event no vendor quotes bids all items, the City may award on an item by item basis.

In the event the successful respondent's contract is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Respondent, or re-quote the entire contract or any part thereof, whichever is in the best interest of the City.

2. **Delivery:**

Vendor shall indicate the estimated delivery time after receipt of purchase order where indicated on the Quote Sheet (Page 5). The City's fiscal year ends September 30, 2008. Delivery MUST be prior to September 30, 2008. The City reserves the right to cancel any order not received by this date. Delivery time may be a basis of award.

Delivery shall be made during business hours, from 9:00 AM to 5:00 PM, Monday through Friday, excluding weekends and City holidays.

3. **<u>FOB Point:</u>**

All prices quoted shall be F.O.B. destination; freight prepaid (unless otherwise stated herein) and delivered to the City's specified location(s).

4 **Default:**

In the event of default on a contract, the City may immediately terminate said Contract.

5. <u>Warranties/Guarantees:</u>

The vendor shall furnish with their quote all pertinent warranty data as it relates to the items/services quoted upon.

6. **Familiarity with Laws:**

The respondent should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this quote. Lack of knowledge on the part of the respondent shall in no way relieve them from responsibility

7. **As Specified:**

A purchase order will be issued to the successful vendor with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the City, and the vendor will be required to deliver items meeting specifications.

8. Selling, Transferring Or Assigning Responsibilities:

The Vendor shall not sell, transfer or assign the performance required by this quote without the prior written consent of the City. Any Award issued pursuant to this quote and the monies which may become due hereunder are not assignable, except with the prior written approval of the City.

9. <u>Compliance With State Of Florida Crime Entity:</u>

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The submission of a quote shall constitute an affirmative representation of the vendor to the City that the vendor is aware of the Statute and in full compliance thereof.

CITY OF SUNRISE QUOTE SHEET

ALL QUOTES SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item	Estimated	Description	Unit Cost	Extended Total
No.	Qty.	_		
1.	2 EA.	ITEM #AR2207 - ROCK RIVER ARMS		
		CAR A4 SEMI-AUTOMATIC.	\$EA	\$
2.	2 EA.	ITEM #M73 - SUREFIRE M73 FOREND	\$EA	\$
3.	2 EA.	ITEM #.M910A - SUREFIRE		
		TACTICAL WEAPON LIGHT	\$EA	\$
4.	4 EA	SRT M16 30 RD S/S MAGAZINE	\$EA	\$
5.	2 EA.	ITEM #TFS865003-B – TAC FORCE		
		TRANSPORT SYSTEM	\$EA	\$
6.	2 EA.	ITEM #70G12BK – BLACKHAW		
		SINGLE POINT SLING	\$EA	\$
7.	2 EA.	ITEM #70SM-3BK-A-USA –		
		BLACKHAWK SLING ADAPTER	\$EA	\$
8.	2 EA.	ITEM #512.A65/1 – EOTECH	\$EA	\$
		HOLOGRAPHIC SIGHT		

TOT	AL OFF	TER (Items 1 Thru 8)	\$		
(Written Amount)					
Delivery will be made within (Vendor to fill in estimated delive		calendar days after receipt livery time may be a basis for awar			
ALL QUOTES SHALL REPOPENING	MAIN VA	ALID FOR NINETY (90) DA	AYS AFTER BID		
If applicable, would you exter is not contingent upon concur Yes: No:	-	•	1		
Addendum Receipt: Vendor any, by listing the Addenda N			f any and all addenda, if		
Addendum No:	_ D	Pate	-		
Addendum No:	_ D	Pate	-		
Company Name:Authorized Signature:					

Printed Name:_____

CITY OF SUNRISE CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE QUOTE

The following certifies that this Quotation Request is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Quotation Request for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Vendor certifies by his/her signature below that this response is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Quotation Request, and that the person signing this Certification is authorized to bind the firm by their signature.

Name (Print):	
Title:	
Signature:	
Company Name:	
Address:	
	Fax:
FEID No. or Social Security N	No
Please affix corporate seal or ha	ave this Certification notarized below.
Notary-Full Name	Notary Expiration & Seal
Date:	
OR:	
(Corporate seal)	

STANDARD TERMS AND CONDITIONS OF QUOTATION REQUEST

- (1) The delivery of the goods and/or services within the time specified is of the essence of any Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond vendor's control, vendor shall reimburse City for any additional charges incurred.
- (2) Payment: Payment will be made by the City after the items awarded to a vendor have been delivered, received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicated to the City of Sunrise, Finance Department, 10770 West Oakland Park Blvd., Sunrise, Florida, 33351. Payment will be made within 30 days after delivery, authorized inspection and acceptance.
- (3) The risk of loss, injury or destruction, regardless of the cause shall be borne by the vendor until delivery of goods to the specified destination and inspection and acceptance of the good by City. Rejected goods will be returned to Vendor at the Vendor's risk and expense.
- (4) Title of goods shall pass to City upon acceptance.
- (5) Vendor warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to any Purchase Order shall:
 - (a) Conform in all respects to the description and specifications contained in any Purchase Order.
 - (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used.
 - (c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance.
 - (d) Be free from any security interests, liens or encumbrances; Vendor warrants that it has good and marketable title to the goods delivered hereunder.
 - (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations.
 - (f) Not infringe upon or violate any copyrights or patent rights.
 - (g) No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Vendor. All warranties shall remain in full force, notwithstanding acceptance and payment to City.
- (6) Vendor shall indemnify and hold harmless City for all damages, losses and liabilities arising out of the operations of vendor pursuant to the Purchase Order, specifically including, but no limited to, those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment

by vendor; the negligence of vendor in the marketing, sale, and/or provision of the goods and/or service under the Purchase Order, the breach of any warranty and/or agreement by vendor pursuant to any Purchase Order. Vendor agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

- (7) If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Vendor must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Sunrise and to delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected.
- (8) Any Purchase Order issued by the City shall be governed and construed according to the laws of the State of Florida.
- (9) Open Purchase Orders are issued by the City of Sunrise when The City cannot specifically identify the quantity of materials required, delivery dates or other details relative to the services or commodities indicated on the Purchase Order. It is not a contract for any guaranteed amount. The City may cancel any outstanding balances on these Purchase Orders at any time for its convenience.
- (10) In the event that an error in the extension of price totals occurs, unit price quotes will prevail.
- (11) The Vendor shall pay all applicable sales, consumer, use, land or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.